

COUNTY OF LOS ANGELES

MARVIN J. SOUTHARD, D.S.W.
Director

SUSAN KERR
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director



BOARD OF SUPERVISORS

GLORIA MOLINA
YVONNE B. BURKE
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DEPARTMENT OF MENTAL HEALTH

<http://dmh.lacounty.info>

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

Reply To: (213) 738-4601
Fax: (213) 386-1297

March 30, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF STATE HOSPITAL BED PURCHASE AND USAGE AGREEMENT
NO. 05-75380-000 WITH THE CALIFORNIA DEPARTMENT OF MENTAL HEALTH
FOR FISCAL YEAR 2005-2006
ALL SUPERVISORIAL DISTRICTS
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and accept the California Department of Mental Health's (CDMH) Hospital Bed Purchase and Usage Agreement No. 05-75380-000 (Attachment I) with the County of Los Angeles - Department of Mental Health (DMH), allowing the County to purchase and use the beds at the State Hospitals for Fiscal Year (FY) 2005-2006, effective July 1, 2005 through June 30, 2006. The anticipated State Hospital bed usage in the amount of \$34,127,285 is included in DMH's FY 2005-2006 Adopted Budget.
2. Authorize the Director of Mental Health or his designee to sign two (2) copies of the State Hospital Bed Purchase and Usage Agreement No. 05-75380-000 and forward both originals to CDMH.
3. Approve and instruct the Mayor of your Board to sign and execute an original Resolution (Attachment II), specifying that your Board has approved the State Hospital Bed Purchase and Usage Agreement No. 05-75380-000 for FY 2005-2006.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The State has jurisdiction over the Atascadero, Metropolitan, Napa, and Patton State Hospitals, which provide services to persons with mental disorders, in accordance with the California Welfare and Institutions Code (WIC). The Agreement allows the County to purchase and use the beds at the State Hospitals for FY 2005-2006. The State Hospital Bed Purchase and Usage Agreement is retroactive to July 1, 2005, as stipulated in CDMH's Agreement submitted to the County on January 20, 2006. Submission of this Board letter at this time, which is unavoidable due to the late submission of the Agreement to the County by CDMH on January 20, 2006, meets the exemption criteria number two (2), noted in the Chief Administrative Officer's memo dated September 7, 2000 regarding timely submission for Board approval.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the principles of the Countywide Strategic Plan, Programmatic Goal No. 7, "Health and Mental Health." Board approval will allow the County to fulfill its statutory duties regarding community mental health services.

FISCAL IMPACT/FINANCING

There is no impact on net County cost.

The anticipated State Hospital bed usage in the amount of \$34,127,285 is included in DMH's FY 2005-2006 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The State Hospital Agreement, which is effective for the period of July 1, 2005 through June 30, 2006, will allow use of the State Hospital beds for mental health consumers in the County of Los Angeles.

Section 4330 of the WIC requires counties to reimburse the State for use of State Hospital beds. The State Hospital cost computation and the total amount payable by the County to the State is indicated in Exhibit B of the Agreement.

The general terms of DMH's Agreement with the State are essentially dictated by the State from year to year. These provisions are usually provided by the State during the year, or in this case at the end of the year, and are then brought to your Board for

approval, effective the beginning of the fiscal year. State law (WIC Section 4331d) provides that, in such an instance, the number of beds provided shall be the same as the previous year, at the rates set by the State, and that the parties can thereafter enter into a contract to more specifically set the terms which is the present situation. The State has now provided DMH with the required contract terms, which is the subject of this Board letter.

Under this Agreement, the County has the following responsibilities:

- Screen, determine the appropriateness, and authorize all referrals for admission of County patients to the State Hospitals.
- Assist the hospital social services staff to initiate, develop, and finalize discharge planning and necessary follow-up services.
- Assist in the screening of County patients for alternative placements and facilitate such placements.
- Review the quantity and quality of services provided at the State Hospitals to County mental health consumers.

Clinical and administrative staff of DMH are assigned to review and evaluate the services provided to the patients at the State Hospitals to ensure that Agreement provisions and departmental policies are being followed.

All of the mental health services funded by Realignment funds are handled through Statutory Trust Accounts and are not included in CDMH's total contract encumbrance amount to the County.

CONTRACTING PROCESS

Upon Board approval of this State Hospital Agreement, the County will be in compliance with the WIC for State Hospital bed usage.

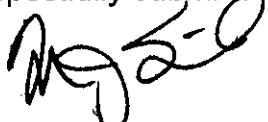
IMPACT ON CURRENT SERVICES

This Agreement will enable DMH to continue placement of mental health consumers in the State Hospitals, when appropriate.

CONCLUSION

The Department of Mental Health will need one (1) copy of the adopted Board's action and one (1) certified copy of the attached Resolution. It is requested that the Executive Officer of the Board notifies the Department of Mental Health's Contracts Development and Administration Division at (213) 738-4684 when these documents are available.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'MJS', is written over the typed name.

Marvin J. Southard, D.S.W.
Director of Mental Health

MJS:RK:KT:mi

Attachments (2)

c: Chief Administrative Officer
County Counsel
Chairperson, Mental Health Commission

STANDARD AGREEMENT

STD. 213 (NEW 02/98)

Agreement Number

05-75380-000

Amendment Nbr.

1. This Agreement is entered into between the State Agency and the Contractor name below:

State Agency's Name:

Department of Mental Health

Contractor's Name:

Los Angeles County Mental Health

2. The Term of this Agreement is: **July 01, 2005 Through June 30, 2006**

3. The maximum amount of this agreement is: **\$0.00**
No Dollars And No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A - Scope of Work	Page(s)	16
Exhibit B - Budget Detail and Payment Provision	Page(s)	3
* Exhibit C - General Terms and Conditions	Form:	0
Exhibit D - Special Terms and Conditions	Page(s)	3

*View at: <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

Los Angeles County Mental Health

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Marvin J. Southard, DSW, DirectorADDRESS **550 South Vermont, 12th Floor****Los Angeles, CA 90020****STATE OF CALIFORNIA**

AGENCY NAME

Department of Mental Health

BY Authorized Signature

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Terrie Tatosian
Procurement and Contracting OfficerADDRESS **1600 9th Street****Sacramento, CA 95814**

California
Department of General Services
Use Only

**Exempt from Compliance with
the Public Contract Code, the
State Administrative Manual, and
from approval by the Department
of General Services per section
4331(a) of the Welfare and
Institutions code.**

EXHIBIT A

STATE HOSPITAL BED PURCHASE AND USAGE

SCOPE OF WORK

I. PURPOSE AND DESCRIPTION OF SERVICES

A. Facilities, Payments and Services

Section 4330 of the California Welfare and Institutions Code (WIC) requires counties to reimburse the State Department of Mental Health, hereafter referred to as the "DMH" or "Department," for use of state hospital beds/services provided pursuant to Part 1 (commencing with Section 5000) of Division 5 of the WIC. The County shall compensate the DMH and the DMH agrees to provide the services, including staffing, facilities, equipment and supplies in accordance with the provisions of Exhibit B of this Standard Agreement, hereafter referred to as the "Agreement."

The DMH has jurisdiction over Atascadero, Metropolitan, Napa and Patton State Hospitals, which provide services to persons with mental disorders, in accordance with the WIC Section 4100 et seq. The DMH shall operate the hospitals continuously throughout the term, as indicated under Exhibit D, I (Term), with at least the minimum number and type of staff which meet applicable state and federal regulations and which are necessary for the provisions of the services hereunder. County reimbursements shall be made in accordance with Exhibit B of this Agreement.

B. County Responsibility

1. The County may review the quantity and quality of services provided pursuant to this Agreement, including the following:
 - a. Medical and other records of county patients. A copy of the review report, if any, shall be provided to the hospitals.
 - b. Hospital procedures for utilization review and quality assurance (QA) activities and related committee minutes and records, except for privileged communications and documents.
 - c. Periodic meetings regarding the quantity and quality of services are encouraged with the hospital Medical Director, or designee.
2. The County shall screen, determine the appropriateness of, and authorize all referrals for admission of county patients to the hospitals. The County shall, at the time of admission, provide admission authorization, identify the program to which a patient is being referred, and identify the estimated length of stay for

judgment of the hospital Medical Director or designee, meets the established criteria for admission, and any other provisions contained in this Agreement.

The hospitals shall provide psychiatric treatment and other services in accordance with all applicable laws and regulations, including, but not limited to, Title 22 and Title 9 of the California Code of Regulations (CCR).

The hospitals shall provide all ancillary services necessary for the evaluation and treatment of psychiatric conditions. To the extent possible, medical procedures performed prior to a patient's admission to the hospital shall not be duplicated.

2. Expert Testimony

The DMH and the counties shall provide or cause to be provided expert witness testimony by appropriate mental health professionals in legal proceedings required for the institutionalization, admission, or treatment of county patients. These proceedings may include, but not be limited to, writs of habeas corpus, capacity hearings (Reise) as provided in Section 5332 et seq. of the WIC, conservatorship, probable cause hearings, court-ordered evaluation and appeal and post-certification proceedings.

3. Health Care Services

The DMH shall provide or cause to be provided any health care services, including physician or other professional services, required by county patients served pursuant to this Agreement. In cases where non-emergent or elective medical/surgical care is recommended by hospital medical staff and where the cost for such care is likely to exceed \$5,000, the hospital Medical Director shall confer with the County's Medical Director, or designee, regarding the provision of service, including the option that, at the County's discretion, the County may make arrangements for the provision of such service.

4. Electro-Convulsive Therapy

The hospitals may cause to be provided Electro-Convulsive Therapy, herein referred to as "ECT," in accordance with applicable laws, regulations, and established state policy.

5. Transportation

Transportation to and from the hospitals, including court appearances, county-based medical appointments or services, and pre-placement visits and final placements, shall be the responsibility of the County. The County shall also be responsible for transportation between hospitals when the County initiates the transfer. Other transportation between state hospitals and transportation to and from local medical appointments or services shall be the responsibility of the hospitals.

at the chairperson's request to discuss program, staffing, and capacity changes. These types of issues may also be discussed between the DMH and the counties as part of the agenda of the CMHDA Long Term Care Committee and when appropriate with the CMHDA Executive Board.

F. Admission and Discharge Procedures

1. Admission and Discharges Procedures

a. Admission Procedures

- (1) The County shall be directly involved in referring county patients for admission to the hospitals, discharge planning, and the actual discharge process. When an individual committed pursuant to provisions of the PC is converted to an LPS commitment the County Mental Health Director, or designee, shall be involved as provided in this Agreement and in accordance with the provisions of Divisions 5 and 6 of the WIC.
- (2) If the County is below dedicated capacity, it shall have immediate access to a bed for any county patient who is determined by the hospital Medical Director, or designee, to be clinically appropriate for the available bed/service. Admission shall be accomplished in accordance with hospital admitting procedures and admission hours. The hospitals shall make a good faith effort to flexibly accommodate patients referred for admission in a manner, which maximizes access to appropriate hospital beds and services.
- (3) If the County is at or above its dedicated capacity, the County may arrange a bed exchange with another county, which is below its dedicated capacity. At the time of admission the hospital shall be provided written authorization from both the referring county and the county whose bed will be used. Copies shall also be provided to the Department's Chief of Program Policy and Fiscal Support, Long Term Care Services.
- (4) If, for any reason, a county patient is in a bed that is inappropriate to that patient's needs, the attending clinician shall develop, in consultation with the treatment team and the County, except when the urgency of the patient's situation precludes such consultation, a plan for transfer of the patient to an appropriate unit in accordance with the treatment plan.
- (5) All denials of admission shall be in writing with an explanation for the denial. Denials shall not occur if the patient meets the admission criteria and the County has dedicated capacity available, or has obtained authorization from another county to use its available dedicated capacity. A denial of admission may be appealed as provided in F3a (Appeal Procedures-Admissions), found within this section.

Mental Health Director and others will make the final decision within two (2) working days of receiving the documentation of the basis of the disagreement regarding discharge, and communicate this decision to the County Mental Health Director and the hospital Medical Director by telephone followed by written confirmation.

4. Penalties

- a. Should the DMH fail to process appeals from the County relating to the denial of admissions or discharges within the timelines specified in the preceding F3a and F3b, the County shall be allowed to use additional bed days equal to the number of days lost due to the DMH's failure to respond within the established time lines. The penalty days thus provided shall be in the cost center to which the patient in question was referred.
- b. If the decision on appeal shall be against the hospital, the County shall be allowed to use additional bed days equal to the number of days lost due to the hospital's failure to admit or discharge the patient in accordance with the County's request.

G. Prior Authorization

The County shall, prior to admission, provide the hospitals with a completed Short-Doyle Authorization Form (MH 1570) and all applicable court commitment orders. An initial projected length of stay shall be identified by the County and addressed in the patient's treatment plan and discharge plan.

H. Coordination of Treatment/Case Management

The parties agree that client services must be integrated and coordinated across levels of care, and that an active case management system is a critical factor in this continuity of care. Accordingly, the parties agree to the following case management system:

1. The County shall develop an operational case management system for county patients, and shall identify a case manager or case management team for each county patient. The duties of the case manager include, but are not limited to:
 - a. Providing available assessment information on patients admitted to the hospitals.
 - b. Participating in person or by telephone in an initial meeting with the patient and the hospital treatment team within a reasonable time frame after admission, for purposes of participating in the development of a treatment plan and a discharge plan, and to determine the level of the case manager's involvement during the patient's hospitalization. The treatment plan shall form the basis for the treatment and services provided to the county patient.

4. The case manager shall be encouraged to participate in treatment team meetings, clinical reviews or utilization review meetings and in clinical rounds that relate to county patients.
5. Primary criteria for continued treatment in the hospitals shall include, but not be limited to, the medical necessity of hospitalization within the state hospital setting, including LPS criteria, as reflected within the medical record. The County's Director of Mental Health or designee may conclude that a county patient no longer meets these primary criteria and may direct that the hospital discharge the patient to a facility the County determines to be more appropriate to the patient's treatment requirements. In such cases, discharge must occur within two (2) days of the date an alternative placement option is identified and available except as provided in F (Admission and Discharge Procedures), item 2c of Exhibit A or otherwise required by law.
6. When agreement cannot be reached between case manager and the treatment team regarding treatment, transfer, and/or discharge planning, the issues shall be referred to the hospital's Medical Director and the County Mental Health Director within three (3) days. On specific treatment issues the Medical Director's decision shall be final. Any agreement or program policy issues arising from discussions which are not resolved between the Medical Director and the County Mental Health Director may be referred to the Chief of Program Policy and Fiscal Support, Long Term Care Services within five (5) working days. The Chief will review the case with the County Mental Health Director. A response on the referred issue will be communicated to the County's Mental Health Director within two (2) working days after the Chief receives the documented basis for the appeal.

I. Bed Usage

1. During the 2005-06 fiscal year, the DMH shall provide, within the hospitals, specific numbers of beds dedicated to the care of only those patients referred by the County, including those admitted pursuant to Section 1370.01 of the PC and Murphy Conservatorships (Section 5008(h)(1)(B) of the WIC). The number and type of beds are specified in Exhibit B-Attachment.
2. For the purposes within this Agreement the term "dedicated beds" shall mean that the hospitals shall ensure that the number of beds contracted for by a county in a particular cost center category shall be available to the county at all times for patients who are appropriate for the services and facilities included in that cost center at the hospital to which the patient is being referred. The County expressly agrees that the hospital admissions, intra-hospital transfers, referrals to outside medical care, and discharges are made in accordance with the admission criteria established by the DMH and the counties, and the judgment of the hospital Medical Director or designee.
3. The County shall be considered to have exceeded its dedicated capacity on any given day on which more county patients are assigned to a cost center than the

J. Utilization Review

1. The hospitals shall have an ongoing utilization review program which is designed to assure appropriate allocation of the hospitals' resources by striving to provide quality patient care in the most cost-effective manner. The utilization review program is to address over-utilization, under-utilization, and the scheduling or distribution of resources. Hospitals that provide services which are certified for participation in the federal Medicare or Medi-Cal programs shall meet any additional requirements imposed by those certification regulations.
2. County representatives shall take part in the utilization review and performance improvement activities at the hospital program and unit level relating to county patients. County case manager participation in utilization review and discharge planning may include attendance at treatment team and program meetings. The hospitals shall include the County's monitoring of the quality and appropriateness of the care provided to county patients. Hospitals shall provide the County with information regarding the schedule of hospital-wide and patient specific utilization review activities. The hospitals shall also provide the County, upon request, summary aggregate data regarding special incidents.
3. Utilization review activities shall address the appropriateness of hospital admissions and discharges, clinical treatment, length of stay and allocation of hospital resources to most effectively and efficiently meet patient care needs.

K. Performance Improvement

1. The hospitals shall have ongoing Performance Improvement (PI) activities designed to objectively and systematically evaluate the quality and appropriateness of patient care, pursue opportunities to improve patient care, and resolve identified problems.
2. The hospitals PI activities shall address all of the elements of QA which are required by applicable sections of the Title 22 of the CCR, Federal Medicare certification regulations, and the standards of JCAHO. The hospitals shall provide to the County summary data relating to aggregate review of incident reports, reports of untoward events, and related trend analysis.
3. PI activities shall address the quality of records, including but not limited to, quality review studies and analysis, peer review and medication monitoring procedures, drug use studies, medical care evaluation and standards studies, profile analysis and clinical care standards addressing patient care.
4. In accordance with the provisions outlined in J (Utilization Review), item 2, county representatives may take part in PI activities at the hospitals program and unit levels and in monitoring the quality and appropriateness of care provided to county patients.

two (2) years. After the two (2) years they are to be kept until audited or an additional four (4) years, whichever occurs first. County financial records relating to this Agreement shall be retained in accordance with applicable law, regulation, and county policy.

- c. Patient records for adults (age 18 and over) shall be retained by the DMH, for a minimum of seven (7) years from the date of discharge.
- d. Patient records of persons under the age of eighteen (18) years who have been discharged shall be retained for one (1) year past the person's eighteenth (18th) birthday, or for seven (7) years, whichever is greater.
- e. Records which relate to litigation or settlement of claims arising out of the performance of this Agreement, or costs and expenses of this Agreement as to which exception has been taken by the parties to this Agreement, shall be retained by the parties until disposition of such appeals, litigation, claims, or exceptions are completed.
- f. Except for records which relate to litigation or settlement of claims, the parties may, in fulfillment of their obligations to retain the financial and patient records as required by this Agreement, substitute photographs, micro-photographs, or other authentic reproductions of such records which are mutually acceptable to the parties, after the expiration and two (2) years following termination of this Agreement, unless a shorter period is authorized, in writing, by the parties.

N. Revenue

The County and the DMH agree to comply with all of the applicable provisions of Sections 7275 through 7278 of the WIC.

The DMH shall collect revenues from patients and/or responsible third parties, e.g., Medicare, Medi-Cal, and insurance companies, in accordance with the provisions of the above-cited sections of the WIC and related state laws, regulations and policies. When the County acts as the conservator of the patient and has control of the patient's estate it shall, on behalf of the patient's estate, pay the DMH for state hospital care in the same way that it pays other financial obligations of the patient's estate.

O. Inspections and Audits

1. Consistent with confidentiality provisions of Section 5328 of the WIC, any authorized representative of the County shall have reasonable access to the books, documents and records, including medical and financial records and audit reports of the DMH for the purpose of conducting any budget or fiscal review, audit, evaluation, or examination during the periods of retention set forth under M (Records) of Exhibit A. The County representative may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided. The County's Mental Health

the hospital's recommendation and the date on which the PC commitment will expire. (See the following item 5.)

The above notices to the County Mental Health Director, or designee, shall be given not less than thirty (30) days prior to the expiration of the PC commitment. If the hospital does not notify the County at least thirty (30) days prior to the expiration of the PC commitment, the County's financial responsibility shall not commence until thirty (30) days after the hospital's telephone notification.

The County shall be responsible for making the decision regarding the establishment of an LPS commitment at the expiration of the PC commitment. The County shall notify the hospital, in writing, at least fifteen (15) days prior to the expiration of a patient's PC commitment of its decision regarding the establishment of an LPS commitment and continued hospitalization. If the County decides not to establish an LPS commitment or to remove the patient from the hospital, the County shall be responsible to transport the patient from the hospital back to the County or another treatment facility or residential placement.

5. The hospitals shall notify the County Mental Health Director, or designee, of the conversion of a patient on LPS status to a PC commitment status that results in the DMH becoming financially responsible for the placement of the patient and removes the patient from the County's dedicated capacity as defined in the preceding I (Bed Usage). The hospital shall notify the County Mental Health Director, or designee, by telephone at the earliest possible time, but not later than three (3) working days after such conversion. Such telephone notification shall be followed by a written notification to the County Mental Health Director, or designee, which shall be submitted no later than ten (10) working days after the patient's conversion.
6. For purposes of this Agreement, any notice to be provided by the County to the DMH shall be given by the County Mental Health Director or by other authorized representatives designated in writing by the County.

Q. Notification of Death

1. The hospital shall notify the County by telephone immediately upon becoming aware of the death of any person served hereunder, if the patient is an inpatient in the hospital or is on leave from the hospital but is still considered an inpatient at the time of death. However, such notice need only be given during normal business hours. In addition, the hospitals shall use its best efforts to, within twenty-four (24) hours after such death, send a FAX written notification of death to the County.
2. The telephone report and written notification of death shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name of the hospital representative to be contacted for additional information regarding the patient's death.

EXHIBIT B

STATE HOSPITAL BED PURCHASE AND USAGE

BUDGET DETAIL AND PAYMENT PROVISIONS

I. CONTRACT AMOUNT AND PAYMENT PROVISIONS

- A. The amount payable by the County to the DMH concerning all aspects of this Agreement shall be \$34,127,285. The amount reflected here was computed based on the information contained in the Exhibit B-Attachment. The amount represents the application of the "2005-06 Gross Rate to Counties", as published in a letter from DMH to Local Mental Health Directors dated August 17, 2005, entitled "STATE HOSPITAL RATES AND PLANNING ASSUMPTIONS FOR FISCAL YEAR 2005-06" which by this reference is made a part hereof, to the County's contracted beds, less \$36.88 per day to reflect the application of anticipated revenue.
- B. Any county bed use in excess of the contracted amount, as defined in Exhibit A, I (Bed Usage), during the 2005-06 fiscal year, shall be an additional cost to the County and collected by adjusting the State Controller's Schedule "B" in February 2006 and August 2006.
- C. To the degree that revenue projections are not realized, the County shall be responsible for the cost of its state hospital use up to the "2005-06 Gross Rate to Counties" published in Enclosure A of the DMH letter referenced in A, above.

II. BUDGET CONTINGENCIES

- A. This Agreement is subject to any restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Act or any statute enacted by the Legislature which may affect the provisions, terms, or funding of this Agreement in any manner. The DMH and the County mutually agree that if statutory or regulatory changes occur during the term of this Agreement which affect this Agreement, both parties may renegotiate the terms of this Agreement affected by the statutory or regulatory changes.
- B. This Agreement may be amended upon mutual consent of the parties. A duly authorized representative of each party shall execute such amendments.

EXHIBIT B-ATTACHMENT
LOS ANGELES COUNTY
STATE HOSPITAL COST COMPUTATION
July 1, 2005, through June 30, 2006

1. BEDS REQUESTED BY HOSPITAL, BY COST CENTER

Cost Center	Metropolitan	Napa	Total
Youth Services	34	N/A	34
Continuing Medical Care (SNF)	0	0	0
ICF-Psychiatric Subacute	211	0	211
Total Beds Requested	245	0	245

2. COUNTY NET RATE FOR 2005-06

Cost Center	Metropolitan	Napa
Youth Services	\$438.85	N/A
Continuing Medical Care (SNF)	\$349.00	\$394.86
ICF-Psychiatric Subacute	\$372.41	\$358.26

3. TOTAL COMPUTED COSTS FOR CONTRACTED BEDS

Methodology: Multiply the county net rate times 365 to find the annualized cost for the cost center. Multiply the annualized cost times the number of beds requested in the cost center to find the annual total cost per cost center.

Cost Center	Metropolitan	Napa	Total
Youth Services	\$5,446,129	N/A	\$5,446,129
Continuing Medical Care (SNF)	\$0	\$0	\$0
ICF-Psychiatric Subacute	\$28,681,156	\$0	\$28,681,156
Total County Costs	\$34,127,285	\$0	\$34,127,285

EXHIBIT D

STATE HOSPITAL BED PURCHASE AND USAGE

SPECIAL TERMS AND CONDITIONS

I. TERM

The term of the Fiscal Year 2005-06 State Hospital Bed Purchase and Usage Agreement shall be July 1, 2005, through June 30, 2006.

II. SETTLEMENT OF DISPUTE

Should a dispute arise relating to any issue within this Agreement, the County shall provide written notice specifying the details of the dispute to:

Deputy Director, Long Term Care Services
Department of Mental Health
1600 9th Street, Room 250
Sacramento, CA 95814

Such written notice shall reference this Agreement, including the Agreement number. The Deputy Director, or his designee, will consult with the County and review the factors in the dispute before providing a written response to the County. The County shall complete this dispute resolution process prior to exercising any other remedies, which may be available.

III. INDEMNIFICATION AND INSURANCE

- A. Except as provided in the following paragraph B and to the extent authorized by law, and as provided for in Section 895 of the California Government Code the DMH shall indemnify and hold harmless the County, its officers, agents and employees from all claims, losses and demands or actions for injury or death of persons or property damage arising out of acts or omissions of the DMH, its officers, agents or employees in performance related to the provisions of this Agreement.
- B. County warrants that it is self-insured or maintains policies of insurance placed with reputable insurance companies licensed to do business in the State of California which insure the perils of bodily injury, medical, professional liability and property damage. The County shall indemnify and hold harmless and defend the state, its officers, agents and employees from all claims, losses and demands or actions for injury or death of persons or damages to property arising out of acts or omissions of the County, its officers, agents or employees in performance related to this Agreement.

employees. The County, its agents and employees, shall not be entitled to any rights or privileges of state employees and shall not be considered in any manner to be state employees.

X. SEVERABILITY

If any provision of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or is found by a court to be in contravention of any federal or state law or regulation, the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect, and to that extent the provisions of this Agreement are declared severable.

XI. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement.

**RESOLUTION OF
THE BOARD OF SUPERVISORS OF
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA**

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Los Angeles, does hereby authorize Marvin J. Southard, D.S.W., Director of Mental Health, to sign the State Hospital Bed Purchase and Usage Agreement No. 05-75380-000 with the State of California Department of Mental Health for Fiscal Year 2005-2006.

The foregoing Resolution was adopted on the ____ day of _____, 2006, by the Board of Supervisors of the County of Los Angeles, and ex-officio the governing body of all other special assessment and taxing districts, agencies and authorities, for which said Board so acts.

VIOLET VARONA-LUKENS, Executive Officer
Board of Supervisors of the
County of Los Angeles

Mayor, Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By 
Assistant County Counsel